

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SHEILA THOMPSON, individually and on behalf
of all other persons similarly situated,

Plaintiff,
- against -

ORDER
15 CV 7434 (KAM)(LB)

BED-STUY PHARMACY, INC., N.G.B. STAFFING
SERVICES, INC., QUICK RX CORP., and ELAN
KATZ, jointly and severally,

Defendants.

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BLOOM, United States Magistrate Judge:

By Order dated July 19, 2017, I approved plaintiff's settlement agreement, with modifications, and directed the parties to file a stipulation dismissing the action. ECF No. 32. By letter dated August 8, 2017, plaintiff requests that the Court amend its July 19th Order to "provide for the entry of judgment against N.G.B Staffing Services, Inc."¹ ECF No. 34.

Plaintiff's request is granted. The Court's July 19, 2017 Order to file a stipulation of settlement by August 4, 2017 is hereby modified. Plaintiff shall re-file the proposed judgment against N.G.B. Staffing Services, Inc. by August 14, 2017.² By the same date, plaintiff shall re-file the Stipulation of Dismissal as to defendants Bed-Stuy Pharmacy, Inc., Quick RX Corp., and Elan Katz.

SO ORDERED.

Dated: August 9, 2017
Brooklyn, New York

/S/
LOIS BLOOM
United States Magistrate Judge

¹ The judgment that will be entered against NGB Staffing Services, Inc. is in essence a backstop should defendants fail to make any settlement payment as set forth in paragraph 5(d) of the parties' settlement agreement. ECF No. 29-1. Plaintiff has agreed not to execute or enforce the judgment unless defendants default.

² Should the parties file a consent for all purposes under 28 U.S.C. § 636(c), I would be able to so order the stipulation and enter the judgment. Otherwise, the stipulation and judgment must be so ordered and entered by Judge Matsumoto.